

**ZB# 99-29**

**Linda & Dennis Kadian**

**13-12-3**

#99-29-Kadian, Dennis

Area - 13-12-3.

Prelim.

July 12, 1999.

Ap. has paperwork

Public Hearing:

August 9, 1999.

Approved

Refund \$203.

© William Jones, 1988

DATE July 14, 1999 RECEIPT 134140  
RECEIVED FROM Dennis & Linda Kadian  
Address \_\_\_\_\_  
Fifty 00/10 DOLLARS \$ 50.00  
FOR ZBA # 99-29

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	313
AMOUNT PAID		CHECK	5000
BALANCE DUE		MONEY ORDER	

Town Clerk

BY Dorothy H. Hansen

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Kadian

FILE# 99-29.

RESIDENTIAL: \$50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE     

APPLICATION FOR VARIANCE FEE.....\$ 50.00

ESCROW DEPOSIT FOR CONSULTANT FEES.....\$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 7/12/99-4...\$ 18.00  
2ND PRELIMINARY- PER PAGE 8/9/99-2...\$ 9.00  
3RD PRELIMINARY- PER PAGE.....\$       
PUBLIC HEARING - PER PAGE.....\$       
PUBLIC HEARING (CONT'D) PER PAGE.....\$     

TOTAL.....\$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING:.....7/12/99.....\$ 35.00  
2ND PRELIM.....8/9/99.....\$ 35.00  
3RD PRELIM.....\$       
PUBLIC HEARING.....\$       
PUBLIC HEARING (CONT'D).....\$     

TOTAL.....\$ 70.00

MISC. CHARGES:

.....\$       
TOTAL.....\$ 97.00

LESS ESCROW DEPOSIT.....\$ 300.00  
(ADDL. CHARGES DUE).....\$       
REFUND DUE TO APPLICANT..\$ 203.00

*paid 7/14/99 #313*  
*paid 7/14/99 #314*

19.74

# TOWN OF NEW WINDSOR

**NEW WINDSOR, NEW YORK 12553**

61 Holloran Rd., New Windsor, NY 12553

[illegible]

Approved: Patricia A. Bonhart  
ZBA

**DENNIS KADIAN**  
**LINDA KADIAN**  
61 HOLLORAN RD.  
NEW WINDSOR, NY 12553


29-7003/2213  
468

314

Date 7-12-99

Pay to the  
Order of Town of New Windsor \$ 300. <sup>00</sup>/<sub>100</sub>

Three hundred Dollars

 **ALBANK**  
A Division of Charter One Bank

For ZBA #99-29 Linda Kadian

⑆221370030⑆ ⑈4680020804⑈ 0314

© Charter American GUARDIAN SAFETY BLUE INK

**DENNIS KADIAN**  
**LINDA KADIAN**  
61 HOLLORAN RD.  
NEW WINDSOR, NY 12553


29-7003/2213  
468

313

Date 7-12-99

Pay to the  
Order of Town of New Windsor \$ 50. <sup>00</sup>/<sub>100</sub>

Fifty Dollars

 **ALBANK**  
A Division of Charter One Bank

For ZBA #99-29 Linda Kadian

⑆221370030⑆ ⑈4680020804⑈ 0313

© Charter American GUARDIAN SAFETY BLUE INK

In the Matter of the Application of

**LINDA & DENNIS KADIAN**

**MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCE**

#99-29.

**WHEREAS, LINDA and DENNIS KADIAN**, residing at 36 Lawrence Avenue, New Windsor, New York, N. Y. 12553, have made application before the Zoning Board of Appeals for an 11 ft. 6 in. side yard variance for an existing deck at the above single-residence in an R-4 zone; and

**WHEREAS**, a public hearing was held on the 9th day of August, 1999 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS**, the Applicant appeared on behalf of themselves for this Application; and

**WHEREAS**, there were no spectators appearing at the public hearing; and

**WHEREAS**, no one spoke in favor or in opposition to the Application; and

**WHEREAS**, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes.

(b) The home is serviced by a deck which has been in place approximately 14 years.

(c) During the time since the deck has been constructed no complaints, either formal or informal have been received.

(d) The deck does not create any water hazards or the ponding or collection of water

or divert or change water flow in any way.

(e) The deck is not built on top of any sewer or water easement or any well or septic systems.

(f) The deck is similar to other decks in the neighborhood.

(g) If the deck was not there, one exiting from the house might fall to the ground sustaining serious injury.

**WHEREAS,** The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted for the reasons listed above.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

**NOW, THEREFORE, BE IT**

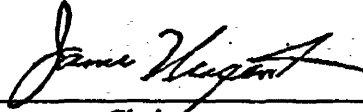
**RESOLVED,** that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for an 11 ft. 6 in. side yard variance to allow an existing deck at the above address, in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.



**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: October 25, 1999.

A handwritten signature in cursive script, appearing to read "James Nugent", is written over a horizontal line.

Chairman

Date ....., 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO ..... Frances Roth ..... DR.

168 N. Drury Lane  
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
8/9/99	Zoning Board Mtg		75 00	
	Misc - 2			
	Fox - 1			
	Rinaldi - 4			
	Windsor Academy - 15			
	Wolf - 6			
	Kadian - 2	9.00		
	Barbera - 3			
	Gannone - 2			
	Clement - 2		166 50	
		37		
			241 50	

KADIAN, LINDA & DENNIS

MR. NUGENT: Request for 11 ft. 6 in. side yard variance for existing deck at 36 Lawrence Avenue in an R-4 zone.

Mr. and Mrs. Dennis Kadian appeared before the board for this proposal.

MR. NUGENT: Is there anyone in the audience for these people? Let the record show there's no one.

MS. BARNHART: On July 22, we sent out 120 notices.

MR. KADIAN: Thank you very much. Do I get money back?

MS. BARNHART: Don't ask me now, ask me later.

MR. TORLEY: Be happy, they used to have to be certified.

MS. BARNHART: And no responses at all. You have to tell us what you want to do.

MR. KADIAN: We just want to sell our house and move to our new one, that's all.

MR. KRIEGER: How long has the deck been in existence?

MR. KADIAN: About 14 years.

MR. KRIEGER: During that time, have you ever had any complaints, formal or informal about it?

MR. KADIAN: No.

MR. KRIEGER: Are there similar decks in the neighborhood?

MR. KADIAN: Similar.

MR. KRIEGER: Not identical?

MR. KADIAN: There's a few decks around, yes.

MR. KRIEGER: It's not built over the top of any water or sewer easement?

MR. KADIAN: No.

MR. KRIEGER: Any well or septic system?

MR. KADIAN: No.

MR. KRIEGER: Does it create ponding or collection of water, divert or change the water flow in any way?

MR. KADIAN: No.

MR. TORLEY: If the deck was not there, the exit from the house might constitute a safety hazard? You'll fall a long way to the ground?

MR. KADIAN: No.

MR. KRIEGER: If the deck weren't there, and you walked out the entrance, how far would you fall before you hit the ground?

MR. TORLEY: You could break a leg?

MR. KADIAN: You could break a leg.

MR. KANE: Entertain a motion?

MR. NUGENT: Yes.

MR. KANE: I move that we approve the requested variances for Linda and Dennis Kadian at 36 Lawrence Avenue.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. TORLEY	AYE
MR. KANE	AYE
MR. NUGENT	AYE

OFFICE OF THE BUILDING INSPECTOR  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

*Prelim..*  
*July 12th 1999*  
*#. 99-29.*

**NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: June 17, 1999

APPLICANT: Dennis Kadian  
36 Lawrence Avenue  
New Windsor, New York 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: June 16, 1999

FOR : Existing ~~Enclosed Porch~~ *Deck*

LOCATED AT: 36 Lawrence Avenue

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 13-12-3 Existing One Family House

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing 10 X 20 ~~Enclosed Porch~~ *Deck* does not meet minimum side yard set-back.

*Frank J. ...*  
BUILDING INSPECTOR

PERMITTED 15'

PROPOSED OR  
AVAILABLE:

VARIANCE  
REQUEST:

ZONE: R-4    USE: F-10

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

3'-6"

11'-6"

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

**IMPORTANT**  
**YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION**

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building Department completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

RECEIVED

JUN 16 1999

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:

Building Permit #:

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE PERMIT WILL BE ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises DENNIS AND LINDA KADIAN

Address 36 LAWRENCE AVE NEW WINDSOR Phone 562 6860

Mailing Address \_\_\_\_\_

Name of Architect \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name of Contractor SELF

Address SAME

Phone \_\_\_\_\_

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer. \_\_\_\_\_

(Name and title of corporate officer)

1. On what street is property located? On the WEST side of LAWRENCE AVE  
(N,S,E or W)  
and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_
2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone? Y \_\_\_\_\_ N 0
3. Tax Map Description: Section 13 Block 12 Lot 3
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
- a. Existing use and occupancy Deck b. Intended use and occupancy \_\_\_\_\_
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☒ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? NO EXISTING 10x20 Screen porch
7. Dimensions of entire new construction. Front \_\_\_\_\_ Rear \_\_\_\_\_ Depth \_\_\_\_\_ Height \_\_\_\_\_ No. of stories 1
8. If dwelling, number of dwelling units: \_\_\_\_\_ Number of dwelling units on each floor \_\_\_\_\_
- Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Toilets \_\_\_\_\_ Heating Plant: Gas \_\_\_\_\_ Oil \_\_\_\_\_
- Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_ If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_

10. Estimated cost 1,000

Fee

\$90.00

1/1000000 Needed



PLEASE ATTACH TO THIS APPLICATION TWO 2" X 2" PHOTOGRAPHS OF THE PROPOSED BUILDING

APPLICATION FOR BUILDING PERMIT

date 6-13-199 TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock

Asst. Inspectors: Frank Lisi & Louis Krychear

New Windsor Town Hall

555 Union Avenue

New Windsor, New York 12553

(914) 563-4618

(914) 563-4693 FAX

Bldg Insp Examined

Fire Insp Examined

Approved

Disapproved

Permit No.

Issued

Expiry Date

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

[Signature]  
(Signature of Applicant)

36 LAWRENCE AVE NEW WINDSOR  
(Address of Applicant)

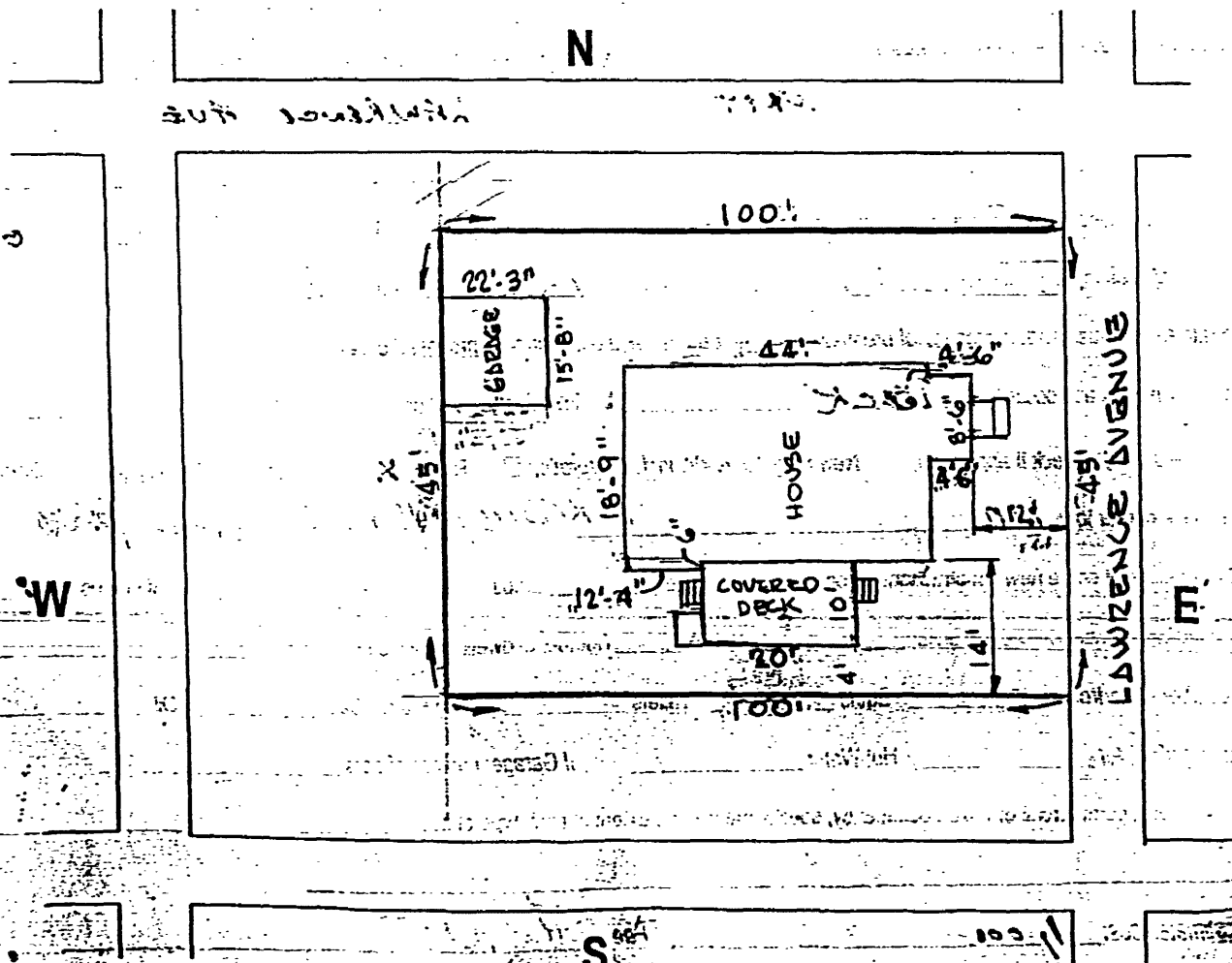
[Signature]  
(Owner's Signature)

SA ME  
(Owner's Address)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





Albert R. Sparaco Jr.  
ALBERT R. SPARACO JR.

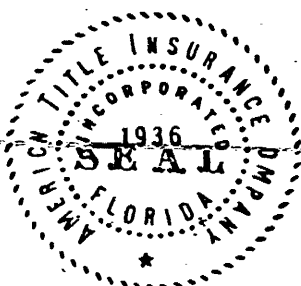
# American Title Insurance Company

NEW YORK DIVISION

## POLICY OF TITLE INSURANCE

AMERICAN TITLE INSURANCE COMPANY, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

*In Witness Whereof*, AMERICAN TITLE INSURANCE COMPANY has caused this policy to be signed and sealed on its date of issue set forth herein.



A handwritten signature in dark ink, appearing to read "Albert R. Riggs".

Vice President  
Division Manager

A handwritten signature in dark ink, appearing to read "Paul J. Muller".

Validating Officer or Agent

SCHEDULE " A "

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, and bounded and described as follows: to wit:

BEGINNING at a point in the northwesterly side of Lawrence Avenue at the southeast corner of Lot #323 on a map of lands hereinafter referred to, its being also the southeast corner of lands owned by one Malinowski, and runs thence westerly, or nearly so, along the southerly side of said lot #323 for 100 feet; thence running southerly along the westerly line of Lots #322 and #321 on said map for 45 feet to a point midway in the west line of said Lot #321; thence running easterly through the center of said Lot #321 for 100 feet to a point in the west line of Lawrence Avenue, which is 45 feet from the point or place of beginning; thence running northerly along the west line of said Lawrence Avenue for 45 feet to the point or place of beginning, the said premises being all of Lot #322 and the northerly half of Lot #321 on a map or plan of City Park dated August 16, 1909, made by A.L. Elliot, Civil Engineer and filed in the office of the Clerk of the County of Orange, August 30, 1909.

The above described premises are conveyed together with the fee insofar as the owner has the right to convey the same, of all the streets and ways shown on said plan, in common with the owners of the other lots as shown on said plan and subject to the right of all of said lot owners to make any customary use of said streets and ways, and further described in a recent survey as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and and being in the Town of New Windsor, Orange County, New York, and bounded and described as follows: to wit:

BEING lot 322 and the northerly half of lot 321, as shown on a map entitled "City Park" filed in the Orange County Clerk's Office on August 30, 1909, as map #647, being more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Lawrence Avenue (50' wide) where the same is intersected by the dividing line between lot #322 and #323 as shown on the map of "City Park"; and running thence, (1) S 44 degrees 50' 00" W, 45.00 feet along the northwesterly line of Lawrence Avenue to a point; thence, (2) N 45 degrees 10' 00" W, 100.00 feet along lands now or formerly of Lapiana to a point; thence, (3) N 44 degrees 50' 00" E, 45.00 feet along the southeasterly line of lots #355 and #354 as shown on the above mentioned map to a point; thence, (4) S 45 degrees 10' 00" E, 100.00 feet along the dividing line between lots #322 and #323 to a point or place of beginning.

Containing 0.103 acres of land more or less.

Subject to any easements or Right of Ways of record.

SCHEDULE " B "

HN 11 380 F

GTD. Policy No. 25082 1/2

- 7: Rights, if any, in favor of any electric light or telephone company to maintain guy wires, extending from said premises to poles located on the roads on which said premises abut, but policy does insure however, that there are no such agreements of record in connection herewith except as shown herein.
- 8: Underground encroachments and easements, if any, including pipes, and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy insures however, that there are no such agreements of record in connection herewith, except as shown herein.
- 9: The exact acreage of the premises herein are not insured.
- 10: Riparian rights, if any, in favor of the premises herein are not insured.
- 11: Rights of others to drain through creeks, or streams, if any, which cross premises and the natural flow thereof is excepted.
- 12: Policy excepts any state of facts which a personal inspection of the premises herein described would disclose.
- 13: Survey dated July 17, 1978 by A. R. Sparaco shows premises improved with one story frame dwelling within bounds; Frame garage within bounds; "evidence of Dirt Drive" shown, no utility lines or easements shown. Fences along northeasterly, northwesterly and southwesterly lines all vary with property lines.
- 14: Deed Liber 626 cp 38 (Streets)  
Condition as in Liber 609 cp 189  
  
Policy affirmatively insures that said condition is not violated.
- 15: 1978/1979 School Taxes are a Lien as of July 1, 1978 are excepted.
- 16: No lands lying in the bed of any street or road abutting or bounding premises in Schedule "A" are insured.
- 17: Subject to rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the street adjacent thereto.
- 18: Subject to a mortgage dated August 18, 1978 made by Dennis R. Kadian and Linda A. Kadian to InterCounty Mortgagee Corp. in the amount of \$19,200.00 recorded August 21, 1978 in the Orange County Clerk's Office in Liber 1750 mp 470.

## SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body; or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or against interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the Mass of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structures or improvement, unless this policy specifically provides that such title, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

See Attached



## CONDITIONS OF THIS POLICY

### Section One. Definitions

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

### Section Two. Defense and Prosecution of Suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

### Section Three. Cases Where Liability Arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy, or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

(Continued on next page)

**Section Four  
Notice of  
Claim**

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

**Section Five.  
Payment  
of Loss**

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

**Section Six.  
Co-insurance  
and  
Apportionment**

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth. If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss as shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

**Section Seven.  
Assignment  
of Policy**

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

**Section Eight.  
Subrogation**

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

**Section Nine.  
Misrepresentation**

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

**Section Ten.  
No Waiver  
of Conditions**

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

**Section Eleven.  
Policy Entire  
Contract  
with the Insured**

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

**Section Twelve.  
Validation  
and  
Modification**

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

# POLICY OF TITLE INSURANCE



**american  
title**  
insurance company

**NEW YORK DIVISION  
360 LEXINGTON AVENUE, NEW YORK, N.Y. 10017**



**A MEMBER OF THE  
CONTINENTAL INSURANCE COMPANIES**

## BRANCH OFFICES:

**BROOKLYN  
100 CLINTON STREET  
BROOKLYN, N.Y. 11201**

**ALBANY  
11 NORTH PEARL STREET  
ALBANY, N.Y. 12207**

**QUEENS  
89-02 SUTPHIN BLVD  
JAMAICA, N.Y. 11435**

**NASSAU  
50 E. OLD COUNTRY ROAD  
MINEOLA, N.Y. 11501**

**ROCKLAND  
20 SO. MAIN STREET  
NEW YORK, N.Y. 10956**

**SUFFOLK  
130 OSBORNE AVENUE  
RIVERHEAD, N.Y. 11901**

**WESTCHESTER  
200 MAMARONECK AVENUE  
WHITE PLAINS, N.Y. 10601**

11380  
H N 11380  
BETWEEN JEFFREY A. STENT and JEANNE STENT, formerly known as JEANNE SCARCHILLI, presently residing at Number Forty-Five Windwood Drive, in the Town of Newburgh, County of Orange, and State of New York,

party of the first part, and

DENNIS R. KADIAN and LINDA A. KADIAN, presently residing at Number Forty Lawrence Avenue, in the Town of New Windsor, County of Orange and State of New York,

2107-1072  
8/21  
party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----TEN-----

-----(\$10.00)-----dollars,

lawful money of the United States, and any other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, and bounded and described as follows: to wit:

sb/kc  
BEGINNING at a point in the northwesterly side of Lawrence Avenue at the southeast corner of Lot #323 on a map of lands hereinafter referred to, its being also the southeast corner of lands owned by one Malinowski, and runs thence westerly, or nearly so, along the southerly side of said lot #323 for 100 feet; thence running southerly along the westerly line of Lots #322 and #321 on said map for 45 feet to a point midway in the west line of said Lot #321; thence running easterly through the center of said Lot #321 for 100 feet to a point in the west line of Lawrence Avenue, which is 45 feet from the point or place of beginning; thence running northerly along the west line of said Lawrence Avenue for 45 feet to the point or place of beginning, the said premises being all of Lot #322 and the northerly half of Lot #321 on a map or plan of City Park dated August 16, 1909, made by A.L. Elliot, Civil Engineer and filed in the office of the Clerk of the County of Orange, August 30, 1909.

The above described premises are conveyed together with the fee insofar as the owner has the right to convey the same, of all the streets and ways shown on said plan, in common with the owners of the other lots as shown on said plan and subject to the right of all of said lot owners to make any customary use of said streets and ways, and further described in a recent survey as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and and being in the Town of New Windsor, Orange County, New York, and bounded and described as follows: to wit:

BEING lot 322 and the northerly half of lot 321, as shown on a map entitled "City Park" filed in the Orange County Clerk's Office on August 30, 1909, as map #647, being more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Lawrence Avenue (50' wide) where the same is ~~intersected~~ by the dividing line between lot #322 and #323 as shown on the map of "City Park"; and running thence, (1) S 44 degrees 50' 00" W, 45.00 feet along the northwesterly line of Lawrence Avenue to a point; thence, (2) N 45 degrees 10' 00" W, 100.00 feet along lands now or formerly of Lapiana to a point; thence, (3) N 44 degrees 50' 00" E, 45.00 feet along the southeasterly line of lots #355 and #354 as shown on the above mentioned map to a point; thence, (4) S 45 degrees 10' 00" E, 100.00 feet along the dividing line between lots #322 and #323 to a point or place of beginning.

Containing 0.103 acres of land more or less.

Subject to any easements or Right of Ways of record.

BEING and intended to be the same premises conveyed by John A. Petro to Jeffrey A. Stent and Jeanne Scarchilli by deed dated the 15th day of January, 1976, and recorded in the Office of the Clerk of the County of Orange on the 19th day of January, 1976, in Liber 2027 of Deeds at page 302.

*pls. publish immediately.*

*Send bill to: Applicant @ below address.*

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

• Appeal No. 39

Request of Linda & Dennis Kadian

for a VARIANCE of the Zoning Local Law to Permit:

existing deck w/ insufficient side yard;

being a VARIANCE of Section 48-12-Table of Use/Bulk Regs. - Col. F.  
for property situated as follows:

36 Lawrence Avenue, New Windsor, N.Y.

known and designated as tax map Section 13, Blk. 12, Lot 3.

SAID HEARING will take place on the 9<sup>th</sup> day of August, 1999, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent  
Chairman

By: Patricia A. Barnhart, Secy.

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK**

**In the Matter of the Application for Variance of**

Dennis Kadian

**Applicant.**

# 99-29

**AFFIDAVIT OF  
SERVICE BY  
MAIL**

**STATE OF NEW YORK)**

**) SS.:**

**COUNTY OF ORANGE)**

**PATRICIA A. BARNHART, being duly sworn, deposes and says:**

**That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.**

**That on July 22, 1999 I compared the 120 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.**

Patricia A. Barnhart

**Patricia A. Barnhart**

**Sworn to before me this  
22<sup>nd</sup> day of July, 1999.**

Deborah Green  
**Notary Public**

**DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 2001**





# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (914) 563-4631  
Fax: (914) 563-4693

## Assessors Office

July 2, 1999

130

Dennis & Linda Kadian  
36 Lawrence Avenue  
New Windsor, NY 12553

RE: 13-12-3

Dear Dennis & Linda Kadian:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$135.00, less your deposit of \$25.00. Please remit the balance of \$110.00 to the Town Clerk at the above referenced parcel.

Sincerely,

S. Cook (ev)

Leslie Cook  
Sole Assessor

/ev  
Attachments

Cc: Pat Barnhart, ZBA

Three-D Reality Inc.  
C/o DaMario , Carmine, & Louise  
61 Clancy Avenue  
New Windsor, NY 12553

Jacopino Edward A & Ellen  
140 Walsh Avenue  
New Windsor, NY 12553

Wein Susan & Edward J  
242 Walsh Avenue  
New Windsor, NY 12553

Petrillo Properties Inc.  
246 Walsh Avenue  
New Windsor, NY 12553

Crudele Anna T  
12 Merline Avenue  
New Windsor, NY 12553

King Leslie Green  
38 Clancy Avenue  
New Windsor, NY 12553

Damario Carmen  
40 Clancy Avenue  
New Windsor, NY 12553

Jacopina Edward A & Ellen  
238 Walsh Avenue  
New Windsor, NY 12553

Faricellia LTD  
650 Blooming Grove Tpke.  
New Windsor, NY 12553

Dreyer Gary & Darla  
18 Veronica Avenue  
New Windsor, NY 12553

Connolly Harry T & Mary C  
262 Walsh Avenue  
New Windsor, NY 12553

Zamenick Robert J  
254 Walsh Avenue  
New Windsor, NY 12553

Pettine Michael J Jr., Geraldine A Lee &  
Frederick Pettine  
102 Clancy Avenue  
New Windsor, NY 12553

Lee James D & Geraldine A  
12 Lawrence Avenue  
New Windsor, NY 12553

Thompson Edward L Jr. & Deborah  
22 Lawrence Avenue  
New Windsor, NY 12553

Messina Anthony  
15 Merline Avenue  
New Windsor, NY 12553

Dreyer Gary & Darla  
18 Veronica Avenue  
New Windsor, NY 12553

Salko-Mable Furniture Inc.  
256 Walsh Avenue  
New Windsor, NY 12553

Rahm Elizabeth F  
15 Lawrence Avenue  
New Windsor, NY 12553

Hedden Eileen G & Shafer Irene  
C/o Eileen G Sharrow  
19 Lawrence Avenue  
New Windsor, NY 12553

Gribowski Chester J & Evelyn T  
12 Melrose Avenue  
New Windsor, NY 12553

Ferrara Stephen & Shirley June  
5 Ora Street  
New Windsor, NY 12553

Vinson Richard F & Rebecca Mae  
PO Box 756  
Vails Gate, NY 12584

Glynn Arthur G & Donna  
16 Blanche Avenue  
New Windsor, NY 12553

DiDonato Edna & Toni  
10 Clancy Avenue  
New Windsor, NY 12553

Coykendall Roy W & Regan Debra Ann  
25 Melrose Avenue  
New Windsor, NY 12553

Thompson Michael D & Lori B  
9 Melrose Avenue  
New Windsor, NY 12553

Brown Robert R & Loretta  
3 Melrose Avenue  
New Windsor, NY 12553

Kohl Andrew & Amy  
43 Blanche Avenue  
New Windsor, NY 12553

Connor Robert E & Kathleen  
39 Blanche Avenue  
New Windsor, NY 12553

Conklin Charles & Joy  
37 Blanche Avenue  
New Windsor, NY 12553

Irwin Albert & Stella  
35 Blanche Avenue  
New Windsor, NY 12553

Stent Jeffery A & Jeanne S  
15 Melrose Avenue  
New Windsor, NY 12553

Szajko Angela  
9 Clancy Avenue  
New Windsor, NY 12553

Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

Conklin Joseph H & Agnes  
28 Blanche Avenue  
New Windsor, NY 12553

Grossholtz Rose  
19 Windsor, Drive  
New Windsor, NY 12553

Rahemba Joseph C & Joyce M  
40 Blanche Avenue  
New Windsor, NY 12553

Simanoski Charles & Anna  
4385 N. Hgwy 19-A  
Mt. Dora, FL 32757

Orzechowski Stella  
52 Blanche Avenue  
New Windsor, NY 12553

Russell Dennis & Barbara G  
55 Melrose Avenue  
New Windsor, NY 12553

Yonnone Cosmo & Stephanie  
67 Myrtle Avenue  
New Windsor, NY 12553

Stanford Leroy & Rose Marie  
53 Melrose Avenue  
New Windsor, NY 12553

Booth Barbara & Mannix Dolores Ann &  
Konrad John C  
51 Melrose Avenue  
New Windsor, NY 12553

Kirk Gorge O & Donna M  
45 Melrose Avenue  
New Windsor, NY 12553

Monteleone Angela  
37 Melrose Avenue  
New Windsor, NY 12553

Starr Edward P & Pauline  
33 Melrose Avenue  
New Windsor, NY 12553

Coykendall Roy W  
25 Melrose Avenue  
New Windsor, NY 12553

Ramos William  
23 Melrose Avenue  
New Windsor, NY 12553

D'Amico William & Marie C  
64 Melrose Avenue  
New Windsor, NY 12553

Gandolfini Peter L & Christine M  
16 Melrose Avenue  
New Windsor, NY 12553

Kelly John & Jayne M  
20 Melrose Avenue  
New Windsor, NY 12553

Padilla Adalberto M aka Adalberto Padilla  
26 Melrose Avenue  
New Windsor, NY 12553

Baxter Daniel J & Mary  
30 Melrose Avenue  
New Windsor, NY 12553

Rumsey Mira Ellen  
C/o Mira Ellen Blythe  
7 Perry Street  
Morristown, NJ 07960

Kulik amelia  
38 Melrose Avenue  
New Windsor, NY 12553

Reyes Percy M  
44 Melrose Avenue  
New Windsor, NY 12553

Kirk Jeffrey W & Frances F  
46 Melrose Avenue  
New Windsor, NY 12553

Simanoski Edward A & Helen B  
56 Melrose Avenue  
New Windsor, NY 12553

Ciancio Rhoda L  
6 Old Indian Road  
Milton, NY 12547

Reyes Percy M  
44 Melrose Avenue  
New Windsor, NY 12553

Malinowski Thaddeus & Rymaszewski  
John  
39 Lawrence Avenue  
New Windsor, NY 12553

Sanguinetti Bradley A & Paula  
33 Lawrence Avenue  
New Windsor, NY 12553

Rhodes Charles V Jr. & Ann E  
19 Merline Avenue  
New Windsor, NY 12553

The Disabled American Veterans  
C/o Thomas D. Peterkin Post Chapter 152  
30 Lawrence Avenue  
New Windsor, NY 12553

Mitchell Evett M  
40 Lawrence Avenue  
New Windsor, NY 12553

Nieves Christina  
44 Lawrence Avenue  
New Windsor, NY 12553

Harvey Dorrel A  
46 Lawrence Avenue  
New Windsor, NY 12553

Nieves Malinda  
60 Lawrence Avenue  
New Windsor, NY 12553

Colon Abie M & Maria  
57 Merline Avenue  
New Windsor, NY 12553

Piperato Rose M Etal  
51 Merline Avenue  
New Windsor, NY 12553

Robinson Valarie A  
47 Merline Avenue  
New Windsor, NY 12553

Detoro Thomas W & Rose M  
45 Merline Avenue  
New Windsor, NY 12553

Nieves Malinda  
C/o Tiberio Corrieri  
41 Merline Avenue  
New Windsor, NY 12553

Kerr Hazelton M & Anna V  
37 Merline Avenue  
New Windsor, NY 12553

Sears James W & Rose T  
C/o Robert Sears  
35 Merline Avenue  
New Windsor, NY 12553

Boast Ryan & Stacey  
104 Lakeside Road  
Newburgh, NY 12550

Cimorelli Gus & Anna S  
29 Merline Avenue  
New Windsor, NY 12553

Garzione Nicholas A & Jean  
27 Merline Avenue  
New Windsor, NY 12553

Tolnai Katalin  
25 Merline Avenue  
New Windsor, NY 12553

Crudele Alfred T  
37 Clancy Avenue  
New Windsor, NY 12553

Ojulo Simon & Kyro  
22 Merline Avenue  
New Windsor, NY 12553

Davis Charles H & Fanny  
30 Merline Avenue  
New Windsor, NY 12553

Hulse Byron & Mary  
34 Merline Avenue  
New Windsor, NY 12553

Smith Everett & Mary  
36 Merline Avenue  
New Windsor, NY 12553

Gillispie Gerald & Livingstone Joan  
38 Merline Avenue  
New Windsor, NY 12553

Calvanico Dominick A & Darien M  
42 Merline Avenue  
New Windsor, NY 12553

Manning George & Sheila M  
46 Merline Avenue  
New Windsor, NY 12553

Stuit Jerry O  
48 Merline Avenue  
New Windsor, NY 12553

Maher Dennis P & Joan L  
54 Merline Avenue  
New Windsor, NY 12553

Hotaling Richard R & Mary Ann ETAL  
C/o Michael Paz  
60 Merline Avenue  
New Windsor, NY 12553

McDonough William H & Jodi L  
41 Myrtle Avenue  
New Windsor, NY 12553

Menga Bartholew & Alice  
39 Myrtle Avenue  
New Windsor, NY 12553

Cruz Miguel & Maria  
31 Myrtle Avenue  
New Windsor, NY 12553

Choudhry Azam  
PO Box 4636  
New Windsor, NY 12553

Forrestal John & Patricia  
23 Myrtle Avenue  
New Windsor, NY 12553

Kaczmarek John  
13 Myrtle Avenue  
New Windsor, NY 12553

Chillemi, Ryan J  
27 Lawrence Avenue  
New Windsor, NY 12553

Duda John L & Janet  
45 Clancy Avenue  
New Windsor, NY 12553

Bucci Richard S  
2 Myrtle Avenue  
New Windsor, NY 12553

Grace Maureen  
12 Myrtle Avenue  
New Windsor, NY 12553

Reardon Joseph A & Ethel K  
14 Myrtle Avenue  
New Windsor, NY 12553

Cangelosi Gasper & Elizabeth  
20 Myrtle Avenue  
New Windsor, NY 12553

Carlson Carl E & Gwendolyne E  
26 Myrtle Avenue  
New Windsor, NY 12553

Makarewicz Edward  
31 Cherry Avenue  
New Windsor, NY 12553

Flagler Richard P & Jane  
1061 Plains Road  
Walkill, NY 12589

Makarewicz Edward  
19 Cherry Avenue  
New Windsor, NY 12553

Cardamone Frank & Anna  
15 Cherry Avenue  
New Windsor, NY 12553

Makarewicz Dorothea Janet & Richard S  
11 Cherry Avenue  
New Windsor, NY 12553

Bonet Hector M & Catherine F  
9 Cherry Avenue  
New Windsor, NY 12553

Delicio Daniel & Dolores  
53 Myrtle Avenue  
New Windsor, NY 12553

Corso Anne  
37 Bradford Avenue  
New Windsor, NY 12553

Delucia John & Victoria  
64 Merline Avenue  
New Windsor, NY 12553

Crawford David  
10 Hilltop Avenue  
New Windsor, NY 12553

Olympia Susan C  
58 Melrose Avenue  
New Windsor, NY 12553

Esposito Anthony  
29 Bradford Avenue  
New Windsor, NY 12553

Greiner Gregory P  
70 Lawrence Avenue  
New Windsor, NY 12553

Hamilton David K & Cheryl A  
74 Lawrence Avenue  
New Windsor, NY 12553

Bruno Benjamin  
73 Merline Avenue  
New Windsor, NY 12553

Ciancio Rhoda L  
6 Old Indian Road  
Milton, NY 12547

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 99-29

Date: 7/14/99

I. ✓ Applicant Information:

- (a) Dennis & Linda Kadian-36 Lawrence Avenue  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-4 36 Lawrence Ave. 13-12-3 45' x 50'  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 1978
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow: \_\_\_\_\_  
(Describe proposal) \_\_\_\_\_

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No \_\_\_\_\_.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. F.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. <u>15 ft.</u>	<u>3 ft. 6 in.</u>	<u>11 ft. 6 in.</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

The Deck enhances the value of the property making the neighborhood look better.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, \_\_\_\_\_ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_  
 \_\_\_\_\_

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or



upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*Pls. check photograph submitted.*

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ *N/A* Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ *N/A* Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: July 14, 1999.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

*[Signature]*  
(Applicant)

Sworn to before me this

14th day of July, 1999.

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1999.

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_.

(b) Variance: Granted (\_\_\_\_) Denied (\_\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)